

RECEIVED
CENTRAL FAX CENTER

DEC 14 2004

IRDM.129A

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Jeffrey Brian Sampsell, et al.)
)
U.S. App. No.	:	10/731,989)
)
Group Art Unit:		2873)
)
Filed	:	December 9, 2003)
)
For	:	AREA ARRAY MODULATION AND)
		LEAD REDUCTION IN)
		INTERFEROMETRIC)
		MODULATORS)
)
Examiner	:	Unknown)

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original assignment(s) and/or merger document(s) (hereinafter collectively the "Assignment") of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

U.S. App. No. : 10/731,989
Filed : December 9, 2003

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

IDC, LLC

Dated: November 22, 2004

By: Alfred P. Hildebrand
Name: ALFRED P. HILDEBRAND
Title: PRESIDENT

Address: 2415 Third Street, Suite 235
San Francisco, CA 94107

S:\DOCS\MMA\MMA-9038.DOC\vea/101304

PATENT APPLICATION
Attorney Do. No. 5093-003

ASSIGNMENT

Assignor: Jeffrey Brian Sampsell
Address: 1310 Minnesota Street, #204
San Francisco, California 94107

Assignor: Clarence Chui
Address: 1954 Los Altos Drive
San Mateo, California 94402

Assignor: Manish Kothari
Address: 811 Mediterranean Lane
Redwood City, California 94065

Assignee: Iridigm Display Corporation
2415 3rd St.
Suite 235
San Francisco, California 94107

**Title of
Invention:** AREA ARRAY MODULATION AND LEAD REDUCTION
IN INTERFEROMETRIC MODULATORS

U.S. Patent Application:

Application Serial No.: 10/731,989

Filing Date: December 9, 2003

For good and valuable consideration, the receipt of which is hereby acknowledged, the above-named Assignor hereby sells, assigns and transfers to Assignee, the full and exclusive right, title and interest in and to the above-identified invention, patent application and patent rights throughout the world, including foreign patent priority rights; said invention, application and letters patent in this or any foreign country, and all divisions, continuations, reissues, non-provisionals and extensions thereof, to be held and enjoyed by Assignee, for its own use and benefit, and for its successors and assigns to the full end of the term for which letters patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and covenant that Assignor has full right so to do, and agree that Assignor will communicate to Assignee, or its successors and assigns, any facts known to Assignor respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, non-provisional and reissue applications, make all rightful oaths, and do everything possible to aid Assignee, its successors and assigns to obtain and enforce proper patent protection for said invention in this or any foreign country.

ASSIGNMENT
IDC-0021

1

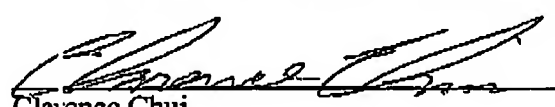
5093-003

In the event that the patent application filing date or serial number is not known at the time this document is executed, Assignor hereby grants permission to the attorneys of record in the patent application to fill in the filing date and/or serial number above, and to record this assignment after such information is added.

Executed at SAN FRANCISCO, California, his 2ND day of DECEMBER,
2003.


Jeffrey B. Sampson
Assignor

Executed at Iridigm Display Corporation, California, his 2nd day of December,
2003. San Francisco


Clarence Chui
Assignor

Executed at _____, California, his _____ day of _____,
2003.

Manish Kothari
Assignor

In the event that the patent application filing date or serial number is not known at the time this document is executed, Assignor hereby grants permission to the attorneys of record in the patent application to fill in the filing date and/or serial number above, and to record this assignment after such information is added.

Executed at _____, California, this _____ day of _____,
2003.

Jeffrey B. Sampsell
Assignor

Executed at _____, California, this _____ day of _____,
2003.

Clarence Chui
Assignor

Executed at San Francisco, California, this 9 day of December,
2003.

Manish Kothari
Manish Kothari
Assignor

ASSIGNMENT

WHEREAS, IRIDIGM DISPLAY CORPORATION (hereinafter "ASSIGNOR"), a Delaware corporation, having a principal place of business 2415 Third Street, San Francisco, California 94107, has certain rights in Improvements in interferometric modulation, for which several Applications for Patents have been or may be filed and/or several Patents have been issued in the United States and internationally, a list of which is set forth in Exhibit A attached hereto.

AND WHEREAS, IDC, LLC (hereinafter "ASSIGNEE"), a Delaware limited liability company, with its principal place of business at 2415 Third Street, San Francisco, CA, 94107, desires to acquire ASSIGNOR'S entire right, title, and interest in and to (1) said Improvements, including said Applications and Patents listed in Exhibit A, AND (2) all subject matter in which ASSIGNOR had rights on or prior to October 1, 2004, which is not particularly identified in Exhibit A (hereinafter "Intellectual Property"), including (i) all inventions, ideas, concepts, designs, materials, methods or processes, and the like, whether or not patentable, (ii) all know-how and trade secrets, whether or not qualifying as trade secret(s), and (iii) all improvements, modifications, or developments relating to any of said Intellectual Property;

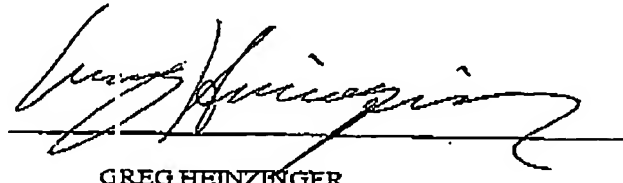
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby acknowledge that it has sold, assigned, transferred and set over on October 1, 2004, and by these presents does hereby sell, assign, transfer and set over with an effective assignment date of October 1, 2004, unto the said ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR'S entire right, title, and interest throughout the world in, to and under the said Improvements and Intellectual Property, including the said Applications and Patents and all non-provisionals, divisions, renewals and continuations thereof, and all Patents of the United States which may have been or may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Patents which may hereafter be filed for said Improvements and Intellectual Property in any country or countries foreign to the United States, and all Patents which may be granted for said Improvements and Intellectual Property in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Patents for said Improvements and Intellectual Property to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNOR HEREBY sells, assigns, transfers, and conveys to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Patent, before or after issuance;

AND ASSIGNOR HEREBY covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said Improvements and Intellectual Property, and will designate an individual on its behalf to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Improvements and Intellectual Property in all countries;

NOTWITHSTANDING the foregoing provisions, this instrument shall not affect any of ASSIGNOR's rights in said Improvements and Intellectual Property, as licensed by ASSIGNEE to ASSIGNOR in a Patent License Agreement entered between ASSIGNEE and ASSIGNOR on October 1, 2004.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4 day of November, 2004



GREG HEININGER